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August 25, 2004

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**By Hand**

Ms. Mary L. Cottrell  
Secretary  
Department of Telecommunications & Energy  
One South Station  
Boston, MA 02110

Re: D.T.E. 04-61 -- Petition of Boston Edison Company and Commonwealth  
Electric Company for Approvals Relating to the Termination of Power  
Purchase Agreements with MASSPOWER

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Dear Ms. Cottrell:

On behalf of USGen New England, Inc. ("USGenNE"), I enclose for filing in the above-referenced docket one original and one copy of USGenNE's Petition to Intervene. A copy will also be filed electronically.

The petitioners, Boston Edison Company and Commonwealth Electric Company, have no objection to USGenNE being granted full intervenor status in this proceeding.

Kindly date stamp the enclosed copy of this letter, and return same to our messenger.

Thank you for your attention to this matter.

Sincerely,

Mary Beth Gentleman

MBG:jrd  
Enclosures

cc: Joan Foster Evans, Hearing Officer (1 copy) (by hand)  
Mr. Jeffrey W. Bentz (1 copy) (by mail)  
Robert Werlin, Esq. (by hand)  
John Habib, Esq. (by hand)

Petition of Boston Edison Company and Commonwealth Electric Company for Approvals Relating to the Renegotiation of Power Purchase Agreements with MASSPOWER	) ) ) ) ) ) )	D.T.E. 04-61
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MASSPOWER hereby submits to the Department of Telecommunications and Energy (the “DTE”) a petition for leave to intervene as a full party in the above-captioned proceeding (the “Petition”), pursuant to 220 C.M.R. 1.03(1). In support of its Petition, MASSPOWER states as follows:

1. MASSPOWER is a Massachusetts general partnership with a principal place of business at 750 Worcester Street, Indian Orchard, MA 01151.
2. MASSPOWER operates a 240 megawatt gas-fired cogeneration facility in Indian Orchard (the “Facility”).
3. MASSPOWER and Boston Edison Company (“BECO”) are parties to a Power Purchase Agreement dated October 15, 1990 (the “BECO PPA”), as amended, pursuant to which MASSPOWER sells to BECO, and BECO purchases from MASSPOWER, certain electric energy products produced by the the Facility.
4. MASSPOWER and Commonwealth Electric Company (“Commonwealth”) are parties to certain Power Purchase Agreements, dated December 3, 1990, as amended, and February 14, 1992, as amended (together, the “Commonwealth PPAs”), pursuant to which

MASSPOWER sells to the Commonwealth, and Commonwealth purchases from MASSPOWER, certain electric energy products produced by the Facility.

5. On June 8, 2004, BECO and Commonwealth each executed a Termination Agreement with MASSPOWER (the “Termination Agreement”).

6. Under the Termination Agreement, the BECO PPA and the Commonwealth PPAs (together, the “Existing MASSPOWER PPAs”) terminate at 11:59 p.m. on the date on which certain conditions specified in the Termination Agreement have been met. In consideration for the termination of the Existing MASSPOWER PPAs, BECO and Commonwealth are to pay a termination payment to MASSPOWER.

7. On July 7, 2004, BECO and Commonwealth petitioned the DTE pursuant to G.L. c. 164, § § 1A, 1G, 94 and 94A for approval of the Termination Agreement and of the ratemaking treatment relating thereto (the “NSTAR Petition”).

8. On August 12, 2004, the DTE issued a notice with respect to the NSTAR Petition, requiring persons seeking to intervene to file a petition in writing no later than Friday, September 3, 2004.

9. Pursuant to G.L. c. 30A, § 10, the DTE may “allow any person showing that he may be substantially and specifically affected by the proceeding to intervene as a party in the whole or any portion of the proceeding, and allow any other interested person to participate by presentation of argument orally or in writing, or for any other limited purpose as the [DTE] may order. See also 220 CMR 1.03(1)(b).

10. MASSPOWER seeks to intervene in this proceeding because it is a party to the Existing MASSPOWER PPAs and the Termination Agreement under review in this proceeding.

The DTE's determination and findings in this proceeding will have a direct bearing on MASSPOWER.

11. Implementation of the transaction contemplated under the Termination Agreement is contingent upon regulatory approval by various governmental agencies, including the DTE. See Termination Agreement, § 2.1(a). Without Department approval, the Existing MASSPOWER PPAs will remain unchanged and in effect. Unless the DTE approves the Termination Agreement, MASSPOWER will remain obligated to deliver to BECO and Commonwealth certain electric energy products and will forego the opportunity to market those products elsewhere. MASSPOWER is thus substantially and specifically affected by the DTE's review of the Termination Agreement.

12. No other party can adequately represent MASSPOWER's interest, as MASSPOWER's legal rights and duties are affected. Moreover, no other party can represent MASSPOWER's role as a party to the Existing MASSPOWER PPAs and the Termination Agreement.

13. DTE precedent supports the intervention of contracting parties in proceedings where their contracts or agreements are being reviewed by the DTE. See e.g., Boston Edison Co./Commonwealth Electric Co., DTE 98-119-126 (1998) (permitting the Entergy Nuclear Generation Company to intervene in the DTE's review of a Power Purchase Agreement between Boston Edison Company and Entergy); Canal Electric Co., DTE 02-34 (permitting FPL Energy Seabrook to intervene in the DTE's review of a purchase and sale agreement between FPL Energy Seabrook and Canal). Moreover, in a companion case to this proceeding, the generating facility owner, Pittsfield Generating Company, LP, was granted full intervenor status under

identical circumstances to those presented here. Commonwealth Electric Co./Cambridge Electric Light Company, DTE 04-60, Public Hearing, July 21, 2004, Tr. at 4, lines 14 - 19.

14. MASSPOWER seeks all the rights of a full party, including the right to file discovery, question witnesses, present testimony and submit briefs.

15. The Petitioners, BECO and Commonwealth, have no objection to MASSPOWER obtaining full intervenor status in this proceeding.

16. MASSPOWER requests that all notices, testimony, pleadings and correspondence pertaining to this proceeding be directed to:

Mary Beth Gentleman  
Foley Hoag LLP  
155 Seaport Boulevard  
Boston, MA 02210

WHEREFORE, MASSPOWER respectfully requests that the DTE grant its Petition for Leave to Intervene in this proceeding.

Respectfully submitted,

**MASSPOWER**

By its attorneys,



Mary Beth Gentleman  
Foley Hoag LLP  
155 Seaport Boulevard  
Boston, MA 02210

Dated: August 25, 2004

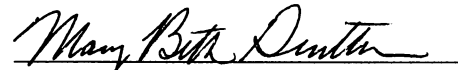
**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

**D.T.E. 04-61**

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the foregoing documents upon all persons below in accordance with the requirements of 220 C.M.R. § 1.05 and the procedural rules in this docket.

Dated at Boston this 25th day of August, 2004.



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